



ABA Today



ABA4Autism



ABA New England



Gateway4ABA

Consent, Assumption of Risk, Authorization, and Release Agreement

Transportation, Swimming and Aquatics, Community Outings and Field Trips

This document may be used for ABA New England, ABA4Autism, ABA Today, or Gateway4ABA. Complete the applicable company selection and signature sections contained in the form.

Before signing this document

Review every page carefully and contact the organization with any questions.

ABA NEW ENGLAND · ABA4AUTISM · ABA TODAY · THE GATEWAY

Consent, Assumption of Risk, Authorization, and Release Agreement

Transportation · Swimming & Aquatics · Community Outings & Field Trips

This Agreement is entered into with the company identified below ("the Organization," "we," or "us"). Please check the company providing services:

- ☐ ABA New England — New Hampshire
- ☐ ABA4Autism — New Hampshire
- ☐ ABA Today — Virginia
- ☐ The Gateway — Virginia

The state law that governs this Agreement is the state in which the checked company operates and delivers services. See Section 15 and the applicable State Rider (New Hampshire or Virginia) at the end of this Agreement.

Participant and Parent / Legal Guardian Information

Participant / Client (child) name: _____

Date of birth: _____ Date of this Agreement: _____

Parent / Legal Guardian name: _____

Relationship to participant: _____

Address: _____

Primary phone: _____ Email: _____

1. Purpose and What This Agreement Covers

The Organization provides Applied Behavior Analysis (ABA) therapy and related services. As part of those services, and to support each participant's treatment goals and community participation, the Organization may from time to time provide or arrange the activities described below. This Agreement documents your informed consent, your acknowledgment and assumption of the risks involved, your authorization for your child to participate, and a release and indemnification to the fullest extent permitted by law.

Participation in transportation, swimming, and field-trip activities is voluntary. You may decline any activity for your child without affecting your child's eligibility for ABA services. This Agreement is a general, standing authorization; for specific outings, the Organization will also provide advance notification and a separate permission slip (see Section 4).

PLEASE READ CAREFULLY — THIS IS A LEGAL DOCUMENT

This Agreement affects your legal rights, including, where permitted by law, your right to sue for certain injuries or losses.

It does not, and cannot, waive claims for gross negligence or for willful, wanton, reckless, or intentional misconduct.

Nothing in this Agreement waives any right of the child/participant that the law does not permit a parent or guardian to waive on the child's behalf.

2. Description of the Covered Activities

A. Transportation

From time to time, the Organization may transport your child or arrange transportation in staff-owned or third-party vehicles between the clinic, home, and community activity sites. Transportation may include travel to and from swimming and field-trip activities described below.

- **Parent-provided car seat/booster.** The parent or guardian is responsible for providing an age-, height-, and weight-appropriate car seat or booster seat for the child. The child will be secured in that seat or in a seat belt, as required by state law and by any documented behavioral or medical need.
- **Approved, screened drivers.** Only employees approved to transport clients may do so. Each approved driver holds a valid driver's license, carries vehicle insurance as required by law, and has completed a motor vehicle record (driving history) check.
- A behavior technician or other staff member may accompany your child; supervision during transport will be provided in accordance with the participant's behavior support plan.

B. Swimming and Aquatic Activities

Aquatic activities may include swim instruction, water-safety skill building, pool-based therapy, and supervised recreational swimming at pools or other supervised aquatic facilities.

WATER-SAFETY ACKNOWLEDGMENT

Drowning is a leading cause of injury and death among children with autism, and the risk is substantially higher than for the general population, in part because of wandering (elopement) toward water and reduced awareness of danger.

You confirm you have disclosed your child's swimming ability, comfort in water, and any seizure, cardiac, or other condition affecting water safety in the Health Disclosure (Section 8).

Aquatic activities will be actively supervised by staff who maintain line of sight and appropriate adult-to-child ratios, with lifeguard coverage where available. Supervision does not eliminate the inherent risks of being in or near water.

C. Community Outings and Field Trips

Field trips and community-based instruction help generalize skills to real-world settings and may include parks, libraries, stores, restaurants, museums, recreational venues, and similar locations.

- Outings are staffed according to each participant's supervision needs and behavior support plan, including elopement/wandering precautions.
- Staff carry emergency contact information and, where applicable, emergency medication and individualized crisis protocols.

3. Acknowledgment and Assumption of Risk

I understand that the activities above involve inherent and other risks that cannot be fully eliminated even with reasonable care. These risks include, but are not limited to:

- Motor-vehicle travel: collisions, sudden stops, and related injury.
- Water and aquatic activity: slipping, near-drowning, drowning, and secondary (delayed) drowning.
- Elopement / wandering away from staff, and the dangers of traffic, water, crowds, and unfamiliar environments.
- Behavioral escalation, self-injury, or injury to or from others, and the use of approved crisis or safety procedures.
- Slips, trips, falls, weather exposure, allergic reactions, illness (including communicable disease), and equipment-related injury.
- Actions of third parties outside the Organization's control.

Knowing these risks, I voluntarily choose for my child to participate, and I expressly assume all such risks, whether or not specifically described above, that are inherent in or arise from the activities. I understand assumption of risk is a defense the Organization may rely on to the extent the law allows.

4. Consent and Authorization to Participate

By checking each box below, I give informed consent and authorize my child's participation. (Leave a box unchecked to decline that activity.)

- ☐ Transportation: I authorize the Organization to transport my child as described in Section 2(A).
- ☐ Swimming & Aquatic Activities: I authorize my child's participation as described in Section 2(B).
- ☐ Community Outings & Field Trips: I authorize my child's participation as described in Section 2(C).
- ☐ **Car seat/booster confirmation (if transportation is authorized):** I confirm that I have provided, or will provide, a correctly sized car seat or booster seat appropriate to my child's age, height, and weight for use during transportation.

IN ADDITION TO THIS RELEASE — NOTIFICATION AND PERMISSION SLIP

This Agreement is a general, standing authorization. Before a scheduled swimming activity, field trip, or other special outing, the Organization will provide advance notification and a separate, activity-specific permission slip.

The permission slip confirms the details of that specific event, such as date, destination, timing, and any special instructions, and you may sign it to confirm or decline participation for that event. This Agreement does not replace event-specific permission slips.

5. Emergency Medical Treatment Authorization

If my child is injured or becomes ill and I cannot be reached in time, I authorize Organization staff to obtain emergency medical care for my child, including calling 911, arranging ambulance transport, and consenting to examination and treatment by licensed medical personnel. I understand that I am responsible for the cost of such care to the extent it is not covered by insurance.

Health insurance carrier: _____ Policy #: _____

Child's physician: _____ Phone: _____

6. Emergency Medication Authorization

This authorization applies only to emergency (rescue) medication used to respond to a sudden, serious event, such as seizure-rescue medication, a rescue inhaler, or an epinephrine auto-injector for a severe allergic reaction. It does not cover routine or daily medication.

- ☐ My child does NOT require emergency medication during Organization activities.
- ☐ My child requires emergency medication as described below. I authorize trained staff to administer it according to the written instructions and prescription label I will provide and to call 911.

Emergency medication, dose, and signs indicating when to administer:

7. Health, Allergy, and Special-Needs Disclosure

I have accurately disclosed the following so staff can keep my child safe. I will promptly update the Organization if anything changes.

Allergies (food, medication, environmental) and reactions:

Seizure, cardiac, respiratory, or other medical conditions:

Swimming ability/water comfort: _____

Elopement / wandering history and triggers: _____

Dietary restrictions and other needs: _____

8. Emergency Contacts and Authorized Pickup

Persons authorized to be contacted in an emergency and to receive my child (photo ID may be required):

1. **Name:** _____ **Relationship:** _____ **Phone:** _____

2. **Name:** _____ **Relationship:** _____ **Phone:** _____

9. Behavior Support and Safety Procedures

I understand that during the covered activities, staff will follow my child's individualized behavior support and safety plan, which may include proactive supervision, elopement precautions, and Organization-approved crisis prevention and de-escalation procedures. Staff will use Safety Care procedures only as a last resort to protect my child or others from imminent harm, consistent with applicable law, Organization policy, and state regulations. I will be notified of significant behavioral incidents in accordance with the organization's policy and the client's treatment/behavior plan.

10. Photo and Media Consent (Optional)

This section is optional and separate; your choice here does not affect participation.

- ☐ I GRANT permission for photos/video of my child taken during activities to be used for treatment documentation and internal, non-public purposes.
- ☐ I GRANT permission for such images to be used in Organization marketing, social media, or public materials.
- ☐ I DO NOT grant permission for any photography or media use of my child.

11. Insurance and Personal Property

I understand my own health, auto, and other insurance is primary for my child, and that the Organization does not provide personal accident or property insurance for participants. The Organization is not responsible for loss of or damage to personal property (clothing, devices, communication aids, etc.) brought to activities.

12. Release, Waiver, and Covenant Not to Sue

To the fullest extent permitted by the law of the governing state (see Section 15), I, on behalf of myself, my child, and our respective heirs, representatives, and estate, hereby release, waive, and discharge the Organization and its owners,

directors, officers, employees, and contractors (“Released Parties”) from, and covenant not to sue them for, any claim for injury, loss, or damage arising out of ordinary negligence in connection with the covered activities.

This release is subject to the following limits, which apply everywhere and control over any other language:

- (a) It does **not** waive or release gross negligence or willful, wanton, reckless, or intentional misconduct.
- (b) It does **not** waive any claim that the law does not permit a parent or guardian to waive on a minor child’s behalf. Where such a waiver of the child’s own claims is not enforceable, the release and covenant not to sue apply to my individual claims to the extent permitted by law.
- (c) It does **not** limit any right or remedy that cannot be waived under applicable state or federal law.
- (d) The State Rider for the governing state qualifies and, where required, limits this Section.

13. Indemnification

To the fullest extent permitted by law, I agree to indemnify and hold harmless the Released Parties from claims, liabilities, costs, and reasonable attorneys’ fees brought by a third party and arising out of my child’s participation in the covered activities, except to the extent caused by the Released Parties’ gross negligence or willful, wanton, reckless, or intentional misconduct. This indemnification does not require me to reimburse a Released Party for that Released Party’s own liability to my child for personal injury where doing so would be contrary to public policy in the governing state.

14. My Representations

- I am the parent or legal guardian of the participant and have authority to sign this Agreement.
- I have read and understand this Agreement, have had the opportunity to ask questions, and have signed it freely.
- The information I have provided is accurate, and I will update it if it changes.

15. Governing Law and State-Specific Provisions

This Agreement is governed by the law of the state in which the checked company operates: **New Hampshire** for ABA New England and for ABA4Autism; **Virginia** for ABA Today and for The Gateway. The corresponding **State Rider** at the end of this Agreement is incorporated by reference and controls over any conflicting general language.

16. General Provisions

- 16.1 Severability.** If any part of this Agreement is held unenforceable, the rest remains in effect, and the unenforceable part is limited or reformed to the minimum extent necessary to make the remainder valid.
- 16.2 No waiver of statutory protections.** Nothing here waives protections that cannot be waived by law, including a minor’s rights reserved by law.
- 16.3 Term and revocation.** This Agreement remains in effect while my child receives services. I may revoke consent for any optional activity in writing at any time; revocation is not retroactive.
- 16.4 Entire agreement.** This is the entire agreement about the covered activities and replaces any prior understanding on these topics.

Signatures

By signing, I acknowledge that I have read, understand, and agree to this Consent, Assumption of Risk, Authorization, and Release Agreement, including the applicable State Rider.

Parent / Legal Guardian signature

Date

Printed name

Organization representative

Date

STATE RIDER A — NEW HAMPSHIRE

Applies when services are provided by ABA New England or by ABA4Autism (New Hampshire). This Rider controls over any conflicting language in the main Agreement.

- A-1 Enforceability standard.** Under New Hampshire law an exculpatory release may be enforced against the adult who signs it only if it is not contrary to public policy and states clearly and specifically that the signer releases the Organization from liability for its negligence. The parties intend the release in Section 12 to meet that standard as to the signing parent's own individual claims.
- A-2 Minor's claims.** New Hampshire courts have generally declined to enforce a parent's pre-injury release of a minor child's own claims, based on the State's parens patriae interest in protecting children. Accordingly, Section 12 is not intended and shall not be read to waive the child's own claims; it operates as the parent's informed consent, assumption of risk, and release of the parent's individual claims.
- A-3 Gross negligence and worse.** No provision waives liability for gross negligence or for willful, wanton, reckless, or intentional misconduct.
- A-4 Venue.** Any dispute will be resolved under New Hampshire law in the state or federal courts located in New Hampshire.

STATE RIDER B — VIRGINIA

Applies when services are provided by ABA Today or by The Gateway (Virginia). This Rider controls over any conflicting language in the main Agreement.

IMPORTANT — HOW VIRGINIA LAW TREATS THIS DOCUMENT

Virginia does not enforce pre-injury releases of liability for personal injury caused by negligence — they are void as against public policy (Hiatt v. Lake Barcroft Cmty. Ass’n).

In Virginia, this document therefore operates as informed consent, an acknowledgment and assumption of risk, an authorization, and (for property and third-party matters) an indemnification — not as a personal-injury liability release.

- B-1 No personal-injury negligence release.** The release and covenant not to sue in Section 12 do not apply to claims for personal injury or wrongful death caused by negligence, and any such application is void and severed. Those provisions are given effect only where Virginia law permits (for example, claims for property damage).
- B-2 Assumption of risk preserved.** The acknowledgments in Sections 3 and 4 are intended as evidence of the participant’s and parent’s knowing and voluntary assumption of the specific risks disclosed, which remains a recognized defense under Virginia law.
- B-3 Indemnification.** Section 13 is enforceable in Virginia as to third-party claims and property matters, but shall not be construed to require the parent to indemnify a Released Party for that party’s own liability to the child for personal injury, which would be contrary to Virginia public policy.
- B-4 Consent and authorization independently valid.** The consents and authorizations (participation, transportation, medical treatment, medication, media) remain fully effective regardless of the limits above.
- B-5 Venue.** Any dispute will be resolved under Virginia law in the state or federal courts located in the Commonwealth of Virginia.

Template notice: *This form is a customizable template, not legal advice. Before use, it should be reviewed and adapted by an attorney licensed in New Hampshire and Virginia to fit each entity’s operations, insurance, and current state regulations governing ABA services and the care of minors.*